

## Terms and Conditions of Purchase

### Dini From Home

*Welcome to our new “Dini From Home” buying experience! We appreciate your decision to take part in this new method of purchasing a Dini Wig and other Dini Wig products to help ensure your safety and the safety of others during the pandemic. We think this might be the new way of shopping even after the pandemic ends and hope you share in our vision for this shopping experience.*

*We look forward to providing this service to you and to creating the wig of your dreams from the comfort of your own home.*

*We ask that you read this Purchase Agreement very carefully before signing.*

*We request that you kindly ask questions. If there is something you do not understand or something that seems unclear please ask. We hope you realize that by keeping to the terms of this Agreement both you, the Buyer (as defined herein) and Dini Wigs From Home, the Company (as defined herein), have the basis for an ongoing and hopeful relationship. Together, we are the Parties to this Agreement. Together we are the collaborators of your new wig and hopefully decisions to continue our relationship long into the future.*

*If there is any reason to think that either Party cannot abide by the terms of the following Agreement, we wish you well and are sorry to lose you.*

### **Important Note!**

**ALL PURCHASES OF HAIR PRODUCTS ARE FINAL SALE!**

**DINI WIGS FROM HOME FINAL HAIR PRODUCTS ARE NON-RETURNABLE AND NON-REFUNDABLE.**

**IF A FINAL PRODUCT ARRIVES DAMAGED, IT WILL BE REPAIRED SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN.**

**DINI WIGS FROM HOME EXPECTS THE RETURN OF ALL RAW PRODUCTS NOT BEING PURCHASED WITHIN TEN (10) DAYS OF RECEIPT AND RESERVES THE RIGHT TO CHARGE FOR ALL RAW PRODUCTS NOT RETURNED, OR RETURNED WITH SIGNS OF WEAR, UNLESS ADDITIONAL TIME WAS PRE-APPROVED IN WRITING.**

**Introduction:** Buyer agrees to the terms and conditions outlined in this agreement (“Agreement”) with respect to the goods, services and information provided by and through your purchase of any Dini Wigs from Home item. This Agreement constitutes the entire and only agreement between the Company and the Buyer and supersedes any and all prior or contemporaneous agreements representations, warranties and understandings with respect to the goods, services and information provided by the Company.

Buyer agrees to review this Agreement prior to the Initial Consultation and prior to purchasing anything. Purchase of a good or service shall be deemed acceptance of this Agreement and an understanding of the terms set forth herein

### **Payment Policy:**

- I. **INTRODUCTORY CONSULTATION CALL - NO FEE:** There is no fee for an introductory consultation (“Introductory Consultation”) with Dini from Home consultants, which shall be held via Phone call, Zoom Conference, or other applicable online video conferencing service and includes discussing the basics and going through the policy and getting an idea of the process. If the client wants to move forward to purchase during the Introductory Consultation, the Introductory Consultation can be converted to the Initial Consultation as follows:
- II. **CONSULTATION AND CONSULTATION FEE:** During the initial zoom consultation a representative will show and discuss various wig options with the client. The consultation appointment lasts approximately 40 minutes, and various precut options will be narrowed down to the top two options which will be sent to the client’s home. In the event that the client decides not to proceed with Dini From Home process there shall be a \$100 consultation fee which covers the time and effort of the Dini Wigs staff. This fee is only applied if the client does not proceed with the Dini From Home purchase.
- III. **DINI FROM HOME FEE:** This fee is applied to any Dini From Home purchase. A customized wig purchase requires hours of work and effort, and that effort is multiplied when there is no contact between Dini Wigs and the Client. Due to this there is a “Dini From Home Fee” applied to each Dini From Home purchase. This fee covers the service as well as shipping. The fee is \$1000 for zero-contact and \$400 when the client comes in for an in-person fitting and cut. The fee covers 4 shipments of wig choices pre-wig selection for USA & Canada clients, and 2 for international clients, as well as 1 fitting shipment and 2 post-ready wig alterations shipments.
- IV. **MATERIALS DEPOSIT:** After the Initial Consultation, Dini Wigs from Home shall send one (1) to two (2) pieces “Materials” for you to try on, which shall be sent within 14 days of the Initial Consultation. Dini Wigs From Home requires an authorized hold of one-half the value of the pieces sent. In other words, if there are two (2) pieces sent at a value of eight thousand dollars (\$8,000.00), Dini Wigs From Home will charge a Raw Materials Deposit of four thousand dollars (\$4,000.00).
- V. **DEPOSIT:** The Deposit for beginning of the process is the cost of \$400 which is considered as the first portion of the “Dini From Home Fee” payment and is non-refundable. If the client does not wish to take the risk, they should not proceed past the initial or introductory phases. Payment for the Deposit shall be made to Dini Wigs from Home upon the first shipment of the wigs. Dini Wigs commits to working with the client to send repeated pieces up to four (4) times for USA or up to two (2) times internationally so that the client can surely find a piece to her liking. If this is not the case Dini Wigs will hold the deposit for six (6) months if client lives in the United States and for twelve (12) months if the client lives in any other country so that the client is able to visit one of our locations to finish the process in-person. The original \$400 deposit shall be applied to the purchase of any wig within the aforementioned time-period.
- VI. **FINAL PAYMENT:** Upon selecting the wig and entering the production period Dini Wigs shall be paid the rest of the Dini From Home fee (if applicable) and the half the cost of the selected wig. Final payment shall be made to Dini Wigs from Home immediately after the Production Period and prior to the ready-to-wear wig being sent to a Dini Wigs from Home buyer for the fitting appointment. It shall include the total cost of the wig

plus the Dini From Home Fee minus the initial Deposit on the Dini From Home fee. All Taxes shall be included in the Final Payment.

**VII. TAXES:** All wig options are priced without accounting for taxes which are jurisdiction dependent. In New York State the Sales Tax is 8.875%

**ALL ZOOM APPOINTMENTS ACCUR BETWEEN THE HOURS OF 10 AM TO 2:30 PM (ET). BUYER WILL NEED TO MAKE HERSELF AVAILABLE DURING THESE HOURS FOR ZOOM APPOINTMENTS TO REVIEW WIGS. AFTER EACH CONSULTATION BUYER WILL BRING THE WIGS TO A FED-EX FACILITY WITHIN TWO (2) DAYS POST-CONSULTATION.**

**Raw Materials Shipment Tracking:**

Dini Wigs from Home shall send Raw Materials via United States Postal Service, United Parcel Service or Federal Express, at the discretion of Dini Wigs from Home. The Raw Materials Shipment shall include tracking information and return labels. Dini Wigs from Home shall endeavor to have the Raw Materials sent within 14 days of the Consultation subject to the discretion of Buyer and the availability of the buyer for the next consultation. In the event that adjustments are made to any Raw Materials before they are sent, it should be expected that the wait time for receipt may be a bit longer to prepare for shipping.

Dini Wigs from Home shall send the materials with expected delivery within one (1) week for international shipping. In the event that adjustments are made to any Raw Materials before they are sent, it should be expected that the wait time for receipt may be a bit longer to prepare for shipping.

**Payment:** Buyer represents and warrants that (i) the credit card information supplied is true, complete and correct and (ii) charges incurred by the Buyer will be honored by the Buyer's credit card company and (iii) Buyer shall pay any charges incurred by Buyer at the amounts in effect at the time incurred, including all applicable taxes and fees and (iv) Buyer will not cancel any credit cards on file with Dini Wigs during the pendency of this Agreement. Buyer shall be responsible for all charges incurred through the use of credit card authorization to the Company.

Buyer shall not reverse any fees from the credit card; but, in the event of any disagreement, will apply the **Notice/Choice of Law/Forum** section of this Agreement.

**Any such reversal of payment shall be deemed a breach of this Agreement and shall be immediately actionable.**

**Color/Style/Quality:**

Buyer understands that every Dini Wig is a specialty item made to order, with specifications to size, shape, quality, style and color which is a labor of love and time intensive. Buyer understands that Dini Wigs uses only the highest quality natural human hair which is subject to the nuances of the medium. While Dini Wigs shall endeavor to make each Dini Wig to the Buyer's exact and precise specifications, including but not limited to color, style and length, because Dini Wigs uses only natural human hair, there can be slight variations in the color just as there would be if the hair were to be Buyer's own natural hair. The color can oxidize with time, just as human hair and should be understood in that context. The style can change slightly due to weather conditions, changes of season and all variables that affect human hair.

As such Dini wigs reserves the right to charge Buyer for any changes to color or length of an ordered item beyond three months post-delivery, subject to the Product Warranty.

Buyer agrees and understands that Buyer's absolute love for Buyer's Dini Wig or other Dini items is of paramount importance to the Company and satisfaction is guaranteed to the extent of and subject to the terms of this Agreement, the Product Warranty and the Return Policy.

**Wig Cut Policy:**

It is assumed that certain changes or alterations will need to be made to the wig during the process of creating the final product ("Final Product"). Dini Wigs From Home hereby agrees to make certain changes to a newly purchased wig, made upon request, and included with the cost of the wig, which changes can be made prior to pickup of the Final Product.

- I. A new cut or first cut should be made to any Dini Wig From Home wig within the first three (3) months of purchasing the wig ("Production Period"). Such new cut is included in the price of the wig.
- II. Once a new cut is made per the Buyer's request, which shall occur during the Production Period, it is understood that the wig then becomes the property of the customer. Final Payment in accordance with the Payment Policy must be made at the time of the new cut.
- III. It is Buyer's sole responsibility to review a product prior to pickup or immediately at the time of delivery and to request changes either BEFORE pickup of the Final Product or immediately upon receipt of any item that is delivered BEFORE first use..
- IV. A re-cut, which is a cut done after delivery/pickup, with any Dini Stylist should be done within the first three (3) months from the date of delivery or pickup of the Final Product.
- V. Any request to materially alter the wig, which shall include re-color, a change of color, a re-cut or any other procedure, not due to an event or circumstance covered under the Warranty, made after the first three (3) months from the date of delivery or pickup of the Final Product shall be charged at the discretion of Dini Wigs From Home. reserves the right to charge an additional fee.
- VI. Dini Wigs From Home works together to craft the wig to the Buyer's specifications during the Production Period. Dini Wigs From Home understands, however, that things can happen. Dini Wigs From Home will only extend the Production Period for an additional three (3) months. In other words, once a wig is purchased, a deposit placed and a design chosen, it must be cut within the first three (3) months of purchase, however, Dini Wigs From Home will make an exception up to three (3) additional months if discussed at the time of purchase. On or immediately after the date that is six (6) months from the date of purchase, Dini Wigs from Home will deem any product not cut an Abandoned Dini Wigs from Home Wig. Any Abandoned Dini Wigs from Home Wig will automatically be returned to stock and will become the property of Dini Wigs From Home, resulting in the loss of Buyer's Initial Consultation Fee, Second Consultation Fee and Deposit. It is unreasonable to expect Dini Wigs From Home to hold onto products indefinitely.

**Product Warranty:**

At Dini Wigs From Home, our goal is to provide our customers with the highest quality products and customer satisfaction is paramount and our number one priority. All of the items created at Dini Wigs From Home are crafted by hand, inspected multiple times before dispatch to ensure the highest quality and craftsmanship and therefore a pleasant shopping experience.

Our professional Customer Support Team is at your service any time.

Dini Wigs From Home guarantees the workmanship and craftsmanship of each Final Product for the first twelve (12) months post initial payment or nine (9) months post delivery/pickup, whichever is longer, against any wear and tear related to the normal use. In the event of damage, Dini Wigs From Home will repair any item free of charge in accordance with the following Repair Policy:

**Repair Policy:**

**I. Any kind of repair that is needed within the first nine (9) months of receipt of the Final Product or other hair item will be free of charge including:**

- 1) Removal of Wefts
- 2) Addition of up to three (3) Wefts. Any request for more than three (3) wefts will be charged to Buyer
- 3) Baby Hair Touch-up
- 4) Color Modifications, provided however, that these modifications are not material alterations of the color
- 5) Net Adjustments

**II. Any work which alters the defining details of the hair items is NOT INCLUDED. Such work includes but is not limited to:**

- 1) Lengthening
- 2) Extending Lace
- 3) Any Repair that was not explicitly discussed at the time of the purchase of the item.
- 4) Any new color not decided at the time of purchase ("Material Alteration")

**WARRANTY SPECIFICALLY DOES NOT INCLUDE THE FOLLOWING:**

- I. Washes and Sets are NOT included in the Warranty but can be ordered and paid for separately.**
- II. Servicing of Dini Wigs From Home products by anyone other than Dini Wigs From Home shall VOID THE WARRANTY IN ITS ENTIRETY**
- III. Any physical damage to the wig caused by negligence, improper care or attempts at changing or altering the wig outside of Dini Wigs From Home will VOID THE WARRANTY IN ITS ENTIRETY**

**Return Policy:**

**As of April 1, 2020, Dini Wigs From Home will not be offering returns of any hair-containing products. THERE ARE NO EXCEPTIONS TO BE MADE.**

Non-hair products can be returned for a Store Credit or a Refund to the same method of payment.

The return of non-hair containing products must be made no later than *ten (10) days from the date at which the item is picked up from the store or fourteen (14) days from receipt of the item by mail.*

When using the pre-paid label to return your order, a return shipping charge starting from \$12.95 will be deducted from the return amount.

When returning your non-hair containing item, you may choose from these options:

- **Store Credit** - Make your next purchase easy!
- **Refund** - Eligible returns will receive a refund to your payment method

Refunds will be processed within 7 to 10 business days from receiving your return. Typically, financial institutions will process within 3 to 9 business days from the date of notification. Please note: your bank may have a delay in processing your credit back to your account. In the event of a delay or you do not see the refund on the date ten (10) business days from receiving the return, kindly contact us to advise so that we can contact the credit card company.

**No items will be accepted by Dini Wigs From Home beyond the above-referenced dates with the exception of items returned under the Warranty Returns.**

When returning, if using a pre-paid return label, the return shipping charge of twelve dollars and ninety-five cents (\$12.95), if applicable, will be taken out of the store credit or refund.

If you have any concerns about our Return Policy, please reach out to our Client Care Representative by phone at (845) 262-1010 or by email at [dinifromhome@diniwigs.com](mailto:dinifromhome@diniwigs.com).

#### **Severability:**

Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties; and the remaining portions shall remain unaltered and in full force and effect. To the extent that anything in this Agreement is in conflict with any information provided on the company's website, this Agreement shall take precedence. Failure of Dini Wigs From Home to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor a waiver of the right to enforce such provision. By placing an order for a wig or any product with Dini Wigs From Home, you are agreeing to the terms of this Agreement with full clarity and understanding.

#### **Notice/Choice of Law/Forum for Dispute:**

In the event of any claim, action or dispute related to or arising out of any Dini Wigs From Home transaction, or the breach, interpretation or validity of the Terms, ("Dispute"), the party asserting the Dispute will first attempt to resolve such Dispute in good faith, by providing written notice to the other party (via certified mail, return receipt requested or express delivery carrier) describing the facts and

circumstances (including any relevant documentation) and allowing the receiving party at least thirty (30) days in which to respond to or resolve the Dispute. Any attempt to cancel a credit card payment absent adherence to this provision will be deemed a breach and will waive the cancelling party's rights to this Notice provision.

Any claim or action initiated by either party related to or arising out of a Dispute will be resolved exclusively by state or federal courts located in Rockland County, New York, USA. The Terms of this purchase agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws provision.

Any Dispute arising by or among a party domiciled outside of the United States shall be settled in the State of New York as if both parties reside and are governed and construed in accordance with the laws of the State of New York without regard to any conflict of laws principles. Any resident of another country, or person domiciled outside of the United States hereby agrees to accept service of process by email or regular mail as if service was process was provided in accordance with the laws of the country in which the non-US party resides without regard to any international treaties or conventions that might dictate otherwise.

Each party hereby agree to abide by the terms of this Contract as if it were signed by two New York State residents.

**ACCEPTED AND AGREED:**

**BUYER**

**DINI WIGS FROM HOME**

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